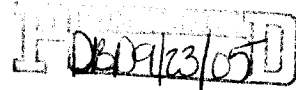


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September 23, 2005

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COMMISSION

Mr. Charles L. A. Terreni  
Chief Clerk/Administrator  
South Carolina Public Service Commission  
Synergy Business Park, The Saluda Building  
101 Executive Center Drive  
Columbia, South Carolina 29210

**Re: Petition of MCImetro Access Transmission Services, LLC  
for Arbitration of Certain Terms and Conditions of Proposed  
Agreement with Horry Telephone Cooperative, Inc. Concerning  
Interconnection and Resale under the Telecommunications Act  
of 1996  
Docket No. 2005-188-C**

Dear Mr. Terreni:

Enclosed for filing on behalf of Horry Telephone Cooperative, Inc., please find an original and twenty-five (25) copies of the Surrebuttal Testimony of Valerie Wimer and an original and twenty-five (25) copies of the Surrebuttal Testimony of Douglas Duncan Meredith in the above-referenced matter. By copy of this letter and Certificate of Service, all parties of record are being served with one (1) copy each of these testimonies.

Please clock in a copy of this filing and return it to us with our courier.

Thank you for your assistance.

Very truly yours,

Margaret M. Fox

MMF/rwm  
Enclosures

cc: Parties of Record

BEFORE

THE PUBLIC SERVICE COMMISSION OF  
SOUTH CAROLINA

DOCKET NO. 2005-188-C

RECEIVED  
2005 SEP 23 PM 2:34  
SC PUBLIC SERVICE  
COMMISSION

RE: Petition of MCImetro Access Transmission )  
Services, LLC for Arbitration of Certain Terms )  
and Conditions of Proposed Agreement with )  
Horry Telephone Cooperative, Inc. Concerning )  
Interconnection and Resale under the )  
Telecommunications Act of 1996 )  
\_\_\_\_\_ )

**CERTIFICATE OF  
SERVICE**


I, Rebecca W. Martin, Secretary for McNair Law Firm, P. A., do hereby certify that I have this date served one (1) copy of the Surrebuttal Testimony of Valerie Wimer and one (1) copy of the Surrebuttal Testimony of Douglas Duncan Meredith in the above-referenced matter on the following parties of record by causing said copies to be hand-delivered via Firm courier to the addresses shown below.

Darra W. Cothran, Esquire  
Woodward Cothran & Herndon  
1200 Main Street, Suite 600  
Columbia, South Carolina 29201

Shannon B. Hudson, Esquire  
South Carolina Office of Regulatory Staff  
1441 Main Street, Suite 300  
Columbia, South Carolina 29201

I further certify that the below party of record has this date been served one (1) copy of the Surrebuttal Testimony of Valerie Wimer and one (1) copy of the Surrebuttal Testimony of Douglas Duncan Meredith via the United States Postal Service, first class postage prepaid and affixed thereto, and addressed as shown below.

Kennard B. Woods, Esquire  
MCI Law and Public Policy  
Six Concourse Parkway  
Suite 600  
Atlanta, Georgia 30328

  
Rebecca W. Martin  
McNair Law Firm, P.A.  
Post Office Box 11390  
Columbia, South Carolina  
(803) 799-9800

September 23, 2005

Columbia, South Carolina

BEFORE  
THE PUBLIC SERVICE COMMISSION  
OF  
SOUTH CAROLINA  
Docket No. 2005-188-C

**SURREBUTTAL TESTIMONY OF VALERIE WIMER**

**Q: ARE YOU THE SAME VALERIE WIMER THAT PROVIDED DIRECT  
TESTIMONY IN THIS PROCEEDING?**

A. Yes.

**Q. ON WHOSE BEHALF ARE YOU TESTIFYING?**

A. I am testifying on behalf of Horry Telephone Cooperative, Inc. ("Horry").

**Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

A. The purpose of my testimony is to insure a factual representation of Horry's position and to correct inaccurate statements made in Mr. Darnell's rebuttal testimony with respect to Issue #10 concerning the negotiation of reciprocal compensation, Issue #9 concerning number portability, and Issues #1, #6, and #8 concerning identification of traffic.

1 **Q. DURING NEGOTIATIONS WITH MCI IN DOCKET NO. 2005-67-C, WAS**  
2 **A RECIPROCAL COMPENSATION RATE DISCUSSED?**

3 A. No. I was an active participant in the negotiations between MCI and the rural  
4 local exchange carriers in that docket (Home Telephone Company, PBT Telecom,  
5 Hargray Telephone Company, and Farmers Telephone Cooperative). Mr.  
6 Darnell's statement that the issue of a reciprocal compensation rate was  
7 "extensively discussed" (Darnell Rebuttal at page 45, lines 15-16) is simply not  
8 true.

9  
10 **Q. WHAT IS YOUR RECOMMENDATION ON THIS ISSUE?**

11 A. The reciprocal compensation rate was never negotiated and therefore is not an  
12 issue for arbitration before the Commission.

13  
14 **Q. REGARDING ISSUE #9, IS HORRY CURRENTLY MEETING ITS**  
15 **OBLIGATION TO PROVIDE LOCAL NUMBER PORTABILITY?**

16 A. Yes. Horry is meeting its obligation to provide number portability. Horry is  
17 currently porting numbers to wireless carriers. Horry has agreed to port numbers  
18 to end users that are served directly by MCI. Horry accepts competition and has  
19 numerous agreements with other carriers who compete in Horry's territory. Horry  
20 does not discriminate against any carrier competing in its territory, as Mr. Darnell  
21 suggested at page 22 line 9 and lines 15-17 of his Rebuttal Testimony.

1 **Q. IS PORTING IN THE PUBLIC INTEREST WHEN THE TWO CARRIERS**  
2 **ARE UNDER DIFFERENT REGULATORY RULES?**

3 A. No. Competition is only fair when both competitors are operating under the same  
4 regulations. Unless the FCC determines that VoIP is a telecommunications  
5 service, VoIP providers like Time Warner Cable Information Services (“TWCIS”)  
6 will not operate under the same regulations as telecommunications service  
7 providers. MCI’s compliance with some of the regulations in relation to its  
8 wholesale services is not a surrogate for TWCIS to fulfill its obligations to end  
9 users. If Horry were forced to port numbers to a carrier who will in turn port  
10 them to a VoIP provider – where there are no federal requirements for such  
11 porting – then there would not be a level playing field. No carrier should receive  
12 regulatory or competitive benefits without also being subject to the corresponding  
13 regulatory and statutory obligations.

14  
15 **Q. HAS MCI DEMONSTRATED IN MR. DARNELL’S DIRECT OR**  
16 **REBUTTAL TESTIMONY THAT MCI MEETS THE REQUIREMENTS**  
17 **OF SERVICE PROVIDER PORTABILITY?**

18 A. No. Nothing in MCI’s testimony or rebuttal testimony demonstrates that the end  
19 user receives telecommunications service before and after the port and is served  
20 by a telecommunications service provider before and after the port. Under the  
21 proposed MCI/TWCIS arrangement, MCI is a telecommunications service  
22 provider but provides only a wholesale service to TWCIS. MCI does not serve  
23 the TWCIS end user. Porting numbers to TWCIS end users through MCI does

1 not qualify as local number portability under the Act or FCC rules. Horry has  
2 repeatedly offered to MCI that it will port to all the end users that MCI directly  
3 serves.

4  
5 **Q. MR. DARNELL CHARACTERIZES YOUR TESTIMONY AS BOTH**  
6 **STATING THAT THE SBCIS ORDER ALLOWS PORTING TO VOIP**  
7 **SERVICE PROVIDERS (DARNELL REBUTTAL AT PAGE 23 LINES 1-5)**  
8 **AND THAT THE ORDER DOES NOT ALLOW FOR PORTING**  
9 **(DARNELL REBUTTAL AT PAGE 23 LINES 12-14). CAN YOU PLEASE**  
10 **CLARIFY YOUR POSITION?**

11 A. My testimony is that the SBCIS Order simply does not address any obligations for  
12 porting at all. Mr. Darnell's testimony seems to be intent on confusing the  
13 Commission on what is and is not in the SBCIS Order by first stating one  
14 position, then stating the opposite position and attributing them both to me. My  
15 earlier testimony is clear and speaks for itself. (See Wimer Direct Testimony at  
16 pages 31-32).

17  
18 **Q. HOW SHOULD THE COMMISSION RULE ON NUMBER**  
19 **PORTABILITY?**

20 A. The Commission should adopt Horry's position on this issue because it is  
21 consistent with Horry's obligation to meet the FCC requirements on number  
22 portability.

1 **Q. WITH RESPECT TO CALLING PARTY IDENTIFICATION, WOULD A**  
2 **REQUIREMENT TO PROVIDE JURISDICTIONAL INDICATOR**  
3 **PARAMETER (JIP) INFORMATION ON CALLS CREATE A BARRIER**  
4 **TO MCI'S INTERCONNECTION WITH HORRY, AS MR. DARNELL**  
5 **TESTIFIES (DARNELL REBUTTAL AT PAGE 28, LINE 14 THROUGH**  
6 **PAGE 29, LINE 2 AND PAGE 29, LINE 30 THROUGH PAGE 31, LINE 3)?**

7 A. No. Mr. Darnell states that MCI would have to perform several functions to  
8 implement multiple JIPs. These functions, such as building tables and managing  
9 trunk groups, are normal functions of managing a switch.  
10

11 **Q. IS THE AMOUNT OF EFFORT REQUIRED TO IMPLEMENT**  
12 **MULTIPLE JIPs UNDULY BURDENSOME?**

13 A. No. There is always going to be some effort involved in implementing a new  
14 standard or even a new interconnection agreement. However, Horry has  
15 implemented multiple JIPs in its switching network and has not experienced an  
16 undue burden. In fact, JIP implementation was accomplished within 3 hours. In  
17 Horry's case, JIP implementation was a one-time event with little or no recurring  
18 administration or associated cost. There is no evidence that MCI's  
19 implementation would be any different from Horry's. Mr. Darnell does not  
20 quantify that the effort is burdensome or actually restricts the use of MCI's  
21 switch.  
22

1 **Q. DOES IMPLEMENTING JIP RESTRICT THE CAPACITY OF THE**  
2 **SWITCH?**

3 A. No. The partitioning of the switch referenced by MCI does not alter the ultimate  
4 capacity of the switch.  
5

6 **Q DOES REQUIRING MULTIPLE JIPs VIOLATE THE FCC'S TRIENNIAL**  
7 **REVIEW REMAND ORDER ("TRRO")?**

8 A. No. First, there is no requirement in the FCC's TRRO that links interconnection  
9 and the location or capacity of the CLEC switch. The TRRO only uses the  
10 rationale for a CLEC switch covering multiple areas to show that a CLEC can  
11 have the same economies of scale as an ILEC for switch unbundling (not  
12 interconnection). Second, even if there were a requirement to not limit the switch,  
13 implementation of JIP does not alter MCI's ability to serve multiple LATAs or  
14 multiple states with a single switch.  
15

16 **Q. IS A REQUIREMENT FOR MULTIPLE JIPs PER SWITCH THE**  
17 **INDUSTRY STANDARD?**

18 A. Yes. The industry standard is to implement one JIP per switch per LATA per  
19 state. Horry is requesting that MCI comply with the full standard.  
20



1   **Q.   MR. DARNELL TESTIFIES THAT THE ONLY REASON JIP IS AN**  
2       **ISSUE IS BECAUSE THE RATES DIFFER BASED ON JURISDICTION,**  
3       **AND THAT “LECs HAVE IT WITHIN THEIR POWER TO FIX THIS**  
4       **PROBLEM BY . . . MAKING THE RATES IN ALL JURISDICTIONS THE**  
5       **SAME.” (DARNELL REBUTTAL AT PAGE 35, LINES 5-7). IS THAT**  
6       **TRUE?**

7   **A.**   No. Horry’s rates are regulated by the Commission at the state level and by the  
8       FCC at the federal level. Horry cannot unilaterally change the intercarrier  
9       compensation rules set by the FCC and this Commission.

10  
11   **Q.   HOW SHOULD THE COMMISSION RULE ON JIP AND THE**  
12       **IDENTIFICATION OF TRAFFIC?**

13   **A.**   The Commission has ruled that intercarrier compensation should be based on the  
14       physical location of the customer. To implement this rule, JIP is useful (and in  
15       some cases critical) in identifying the physical location of the customer. As stated  
16       in my original testimony, JIP is a standard, it can be used in audits to properly rate  
17       intercarrier compensation, and it is not unduly burdensome to implement. The  
18       Commission should adopt Horry’s recommended language on Calling Party  
19       Identification issues.

20  
21   **Q.   DOES THIS CONCLUDE YOUR TESTIMONY?**

22   **A.**   Yes.

BEFORE  
THE PUBLIC SERVICE COMMISSION  
OF  
SOUTH CAROLINA  
Docket No. 2005-188-C

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COMMISSION

**SURREBUTTAL TESTIMONY OF DOUGLAS DUNCAN MEREDITH**

**Q: ARE YOU THE SAME DOUGLAS DUNCAN MEREDITH THAT PROVIDED  
DIRECT TESTIMONY IN THIS PROCEEDING?**

**A:** Yes.

**Q: WHAT IS THE PURPOSE OF YOUR SURREBUTTAL TESTIMONY?**

**A:** The purpose of this surrebuttal testimony is to respond to a number of factually  
incorrect or misleading statements contained in the Rebuttal Testimony of Greg  
Darnell filed on behalf of MCImetro Access Transmission Services, LLC.

**Q: IN HIS REBUTTAL TESTIMONY AT PAGE 2, LINE 9, MR. DARNELL  
STATES THAT "MCI IS ASKING FOR THINGS THAT HORRY ALREADY  
PROVIDES ITSELF AND OTHER LECS." IS THIS TRUE?**

**A:** No, it is not. The services MCI seeks from Horry are not provided by Horry to itself  
or to other carriers.

1   **Q:   WHAT IS THE NEXT AREA OF MR. DARNELL’S TESTIMONY WHERE**  
2       **YOU WISH TO CORRECT THE RECORD?**

3   A:   Mr. Darnell expounds extensively on my characterization that this proceeding is  
4       precedent setting for rural carriers in South Carolina. (Darnell Rebuttal, pages 2-6)  
5       Mr. Darnell attempts to show that communities served by Horry are well-to-do and are  
6       not rural. Mr. Darnell uses data for Horry County as his evidence. However, a close  
7       inspection of the communities listed by Mr. Darnell show that the majority of them are  
8       not served by Horry at all, but by Verizon South, Inc. – a non-rural carrier. (*See*  
9       Exhibit SR-DDM-01) The fact that non-rural carriers serve the more urbanized areas  
10      of counties within the State of South Carolina like Horry County serves to underscore  
11      the fact that rural carriers are left with the less-densely-populated areas. Mr. Darnell  
12      even testifies that Horry is not a rural carrier. (Page 4 line 2) This testimony is clearly  
13      false. It completely ignores not only the rural nature of Horry’s service area, but the  
14      plain definition of rural telephone company contained in the federal  
15      Telecommunications Act. Horry is without question a rural telephone company as  
16      defined in Section 153(37) of the Act.

17  
18   **Q:   DO YOU AGREE WITH MR. DARNELL’S VIEW OF THE CONDITIONS**  
19       **FOR HIGH COST SERVICE (DARNELL REBUTTAL AT PAGE 4, LINES 12-**  
20       **16)?**

21   A:   No. Mr. Darnell’s characterization is both oversimplified and inaccurate. He states  
22       the primary conditions that cause high per-unit cost are low populations and  
23       mountains. His shorthand on this subject is far too simplistic. If identifying high cost

1 areas were as easy as Mr. Darnell suggests, the Federal Communications Commission  
2 ("FCC") would not have spent the last nine years working on universal service issues.  
3 Mr. Darnell's conclusion that Horry is not a high-cost area is based on false premises  
4 and faulty logic.

5  
6 **Q: ON PAGE 5, LINE 19, MR. DARNELL STATES THAT SPIRIT TELECOM IS**  
7 **AN AFFILIATE OF HORRY. IS THIS TRUE?**

8 A: No. I understand that Horry has a small ownership interest in Spirit, but Spirit is not  
9 considered an affiliate of Horry.

10  
11 **Q: MR. DARNELL CLAIMS THAT HORRY IS SEEKING "REGULATORY**  
12 **PROTECTION." (DARNELL REBUTTAL AT PAGE 6, LINES 2-3) IS THAT**  
13 **TRUE?**

14 A: Not at all. Horry voluntarily gave up the rural exemption it is entitled to under federal  
15 law as a rural telephone company in 1998. Horry has agreements with numerous  
16 carriers that have sought to provide local service in Horry's service area. Horry is not  
17 seeking "regulatory" or any other protection. In fact, Horry has negotiated in good  
18 faith with MCI in this matter. Horry simply is trying to reach an agreement with MCI  
19 that is consistent with the obligations Horry has under federal and state law. MCI  
20 seeks to have Horry provide services beyond those that Horry is legally obligated to  
21 provide. Horry's refusal to do so does not constitute "regulatory protection."

1 The specific policy that MCI objects to is Horry's insistence on the necessity for a  
2 direct relationship between entities exchanging traffic with one another. A significant  
3 portion of Mr. Darnell's Rebuttal Testimony is spent misconstruing Horry's position  
4 and my direct testimony on this matter as an attempt to require "direct  
5 interconnection." (Darnell Rebuttal at pages 8-17) As I have stated in my testimony,  
6 a carrier may interconnect directly or indirectly with another carrier; however, this  
7 does not absolve the interconnection carrier from establishing a direct relationship –  
8 either through an interconnection agreement or a traffic exchange agreement, both  
9 standard agreements used for Section 251 traffic – with the terminating carrier for this  
10 traffic. These agreements state the duties and expectations of each carrier. (See 47  
11 CFR § 51.701 for a two-party description of reciprocal compensation.)  
12

13 **Q: MR. DARNELL RELIES ON SECTION 251(a) OF THE ACT TO SUPPORT**  
14 **HIS CLAIM THAT INTERCONNECTION REALLY MEANS**  
15 **INTERCONNECTION AND THE EXCHANGE OF TRAFFIC. HOW DO YOU**  
16 **RESPOND?**

17 **A:** I disagree. First, Mr. Darnell states that interconnection and traffic exchange can be  
18 conducted exclusively under Section 251(a) of the Act. This interpretation is not  
19 consistent with the Act nor is it consistent with how the FCC has interpreted the Act.  
20 Section 251(a) deals with physical interconnection only. Section 251(b)(5) addresses  
21 the transport and termination of traffic. Reading through the eyes of Mr. Darnell,  
22 there would be absolutely no need to ever look at Section 251(b)(5) because  
23 everything is contained in Section 251(a). I assume that the lawyers will brief this

1 matter as it deals with statutory construction. Nevertheless, Mr. Darnell's testimony is  
2 inconsistent with the plain language of the Act.

3  
4 The meaning from the Act and FCC orders interpreting the Act is that carriers may  
5 indirectly interconnect with one another; however, this physical interconnection  
6 method does not absolve them of formalizing these arrangements with carrier  
7 agreements. My understanding is that no carrier may tariff the terms and conditions  
8 for Section 251 traffic – hence, the only avenue available for Section 251 traffic terms  
9 and conditions is an agreement between the originating and terminating carriers. MCI  
10 seeks to interject itself improperly between the originating and terminating parties.  
11 Horry welcomes an agreement with MCI for MCI end-user originated traffic. That is  
12 the extent of Horry's obligation under the Act.

13  
14 **Q: HAS MR. DARNELL CORRECTLY CHARACTERIZED THE FCC'S LOCAL**  
15 **COMPETITION ORDER PARAGRAPH YOU CITED IN YOUR**  
16 **TESTIMONY?**

17 **A:** No. On pages 12 and 13 of his Rebuttal Testimony, Mr. Darnell attempts to dismiss  
18 paragraph 1034 of the FCC's Local Competition Order as a discussion of  
19 interexchange traffic and access rates. I believe Mr. Darnell misses the key points of  
20 the paragraph. I cite the entire paragraph for the record. Inasmuch as the paragraph  
21 supports my testimony, no further discussion is really necessary.

22 1034. We conclude that **section 251(b)(5) reciprocal compensation**  
23 **obligations should apply only to traffic that originates and terminates**  
24 **within a local area**, as defined in the following paragraph. We disagree with  
25 Frontier's contention that section 251(b)(5) entitles an IXC to receive

1 reciprocal compensation from a LEC when a long-distance call is passed from  
2 the LEC serving the caller to the IXC. Access charges were developed to  
3 address a situation in which three carriers -- typically, the originating LEC, the  
4 IXC, and the terminating LEC -- collaborate to complete a long-distance call.  
5 As a general matter, in the access charge regime, the long-distance caller pays  
6 long-distance charges to the IXC, and the IXC must pay both LECs for  
7 originating and terminating access service. By contrast, **reciprocal**  
8 **compensation for transport and termination of calls is intended for a**  
9 **situation in which two carriers collaborate to complete a local call. In this**  
10 **case, the local caller pays charges to the originating carrier, and the**  
11 **originating carrier must compensate the terminating carrier for**  
12 **completing the call.** This reading of the statute is confirmed by section  
13 252(d)(2)(A)(i), which establishes the pricing standards for section 251(b)(5).  
14 Section 251(d)(2)(A)(i) provides for "recovery by each carrier of costs  
15 associated with the transport and termination on each carrier's network  
16 facilities of calls that originate on the network facilities of the other carrier."  
17 We note that our conclusion that long distance traffic is not subject to the  
18 transport and termination provisions of section 251 does not in any way disrupt  
19 the ability of IXCs to terminate their interstate long-distance traffic on LEC  
20 networks. Pursuant to section 251(g), LECs must continue to offer tariffed  
21 interstate access services just as they did prior to enactment of the 1996 Act.  
22 We find that the reciprocal compensation provisions of section 251(b)(5) for  
23 transport and termination of traffic do not apply to the transport or termination  
24 of interstate or intrastate interexchange traffic. (Emphasis added; footnotes  
25 omitted)  
26

27 **Q: DO YOU AGREE WITH MR. DARNELL REGARDING THE FCC'S**  
28 **ANALYSIS OF INTERCONNECTION AND EXCHANGE OF TRAFFIC?**

29 A: No. Mr. Darnell suggests this Commission should discount the FCC's analysis of  
30 interconnection and the exchange of traffic. He attempts to deflect Court and FCC  
31 guidance on this matter. Mr. Darnell suggests on page 11, line 3 of his Rebuttal  
32 Testimony that Section 251 traffic was handled prior to the Act through indirect  
33 interconnection. This is mischaracterized. Section 251 traffic did not exist prior to the  
34 Act. Mr. Darnell attempts to suggest that indirect interconnection for interexchange  
35 traffic is similar to Section 251 traffic. It is not. Perhaps the clearest distinction  
36 between the two in this application is that the long distance carrier -- be it MCI or

1 another – has a direct relationship with the end-user customer. Hence, the carrier may  
2 use indirect interconnection but still must have a direct relationship to establish key  
3 terms and conditions of the service.  
4

5 **Q: MR. DARNELL SUGGESTS THAT THE *ATLAS* CASE IS NOT RELEVANT**  
6 **TO THE ISSUES IN THIS MATTER. DO YOU AGREE?**

7 A: No. Mr. Darnell suggests that the FCC’s analysis in *Atlas* is limited to that particular  
8 case. (See Darnell Rebuttal at page 14, lines 17-18) Mr. Darnell’s analysis is false  
9 and his conclusion is erroneous. As I have mentioned in my testimony, the FCC  
10 stated: “In the Local Competition Order, we specifically drew a distinction between  
11 ‘interconnection’ and ‘transport and termination,’ and concluded that the term  
12 ‘interconnection,’ as used in section 251(c)(2), does not include the duty to transport  
13 and terminate traffic.” (See Meredith Testimony note 10) (emphasis supplied). The  
14 United States Court of Appeals for the DC Circuit confirmed this analysis in its review  
15 of the *Atlas* case. (See *AT&T Corporation v. Federal Communications Commission*,  
16 317 F.3d 227 (D.C. Cir. 2003) (“*Atlas/Total* argues that ‘the duty . . . to interconnect’  
17 in § 251(a)(1) ‘encompasses the duty to exchange traffic’ between the networks, not  
18 just the duty to establish a physical linkage between networks. . . . As the [FCC] points  
19 out, both the text of § 251(a)(1) and the structure of § 252 strongly indicate that to  
20 ‘interconnect’ and to exchange traffic have distinct meanings.”) (emphasis added)).  
21 Contrary to Mr. Darnell’s argument that the FCC’s analysis is limited to this particular  
22 case, the reality is that the FCC has consistently treated interconnection and transport



1 and termination separately. Despite Mr. Darnell's attempt to deny its existence, there  
2 is a long standing distinction between interconnection and transport and termination.

3  
4 **Q: MR. DARNELL STATES THAT HORRY'S AFFILIATE PROVIDES VOIP**  
5 **SERVICE TO CUSTOMERS (DARNELL REBUTTAL AT PAGE 16, LINE 13).**  
6 **IS THIS CORRECT?**

7 A: No. Neither Horry nor any of its affiliates provide VoIP service to customers.

8  
9 **Q: ON PAGE 44, LINES 9-16 OF HIS REBUTTAL TESTIMONY, MR. DARNELL**  
10 **CLAIMS THE FCC DID NOT LIMIT THE APPLICATION OF ITS ISP**  
11 **REMAND ORDER TO MODEMS LOCATED IN THE LOCAL CALLING**  
12 **AREA. DO YOU AGREE?**

13 A: No. I described in detail the history of the ISP proceeding in my direct testimony.  
14 Please see page 26 of my direct testimony in this proceeding.

15  
16 **Q: MR. DARNELL STATES THAT HORRY HAS CONCEDED TO USE \$0.0007**  
17 **FOR CALLS DIRECTED TO MODEMS LOCATED WITHIN THE LATA**  
18 **(DARNELL REBUTTAL AT PAGE 44, LINES 6-7). IS THIS STATEMENT**  
19 **TRUE?**

20 A: No. The following question and response from my direct testimony shows Mr.  
21 Darnell either did not read my response or purposely mischaracterized my testimony.

1

2

3

4

5

6

7

8

9

**Q. DO YOU AGREE THAT MCI'S PROPOSED \$0.0007 RATE IS THE APPROPRIATE RATE TO APPLY IN THE EVENT THAT THE TRAFFIC EXCHANGED BY THE PARTIES IS OUT-OF-BALANCE?**

**A.** No. The \$0.0007 rate was established by the FCC with specific conditions. Specifically, this rate only applies if a LEC has opted into the interim compensation mechanism established by the FCC. (ISP Remand Order at 89) Horry has not opted into the FCC's interim compensation mechanism. Consequently the \$0.0007 per minute rate does not apply to Horry.

10

11 **Q: MR. DARNELL CONTINUES TO ALLEGE THAT THE \$0.007 RATE IS**  
12 **APPROPRIATE. DO YOU AGREE?**

13 **A:** No. This issue was never discussed in negotiations with MCI and Horry and  
14 consequently there cannot be an arbitration award for any rate for intraLATA traffic  
15 originated and terminated by MCI and Horry end-user customers.

16

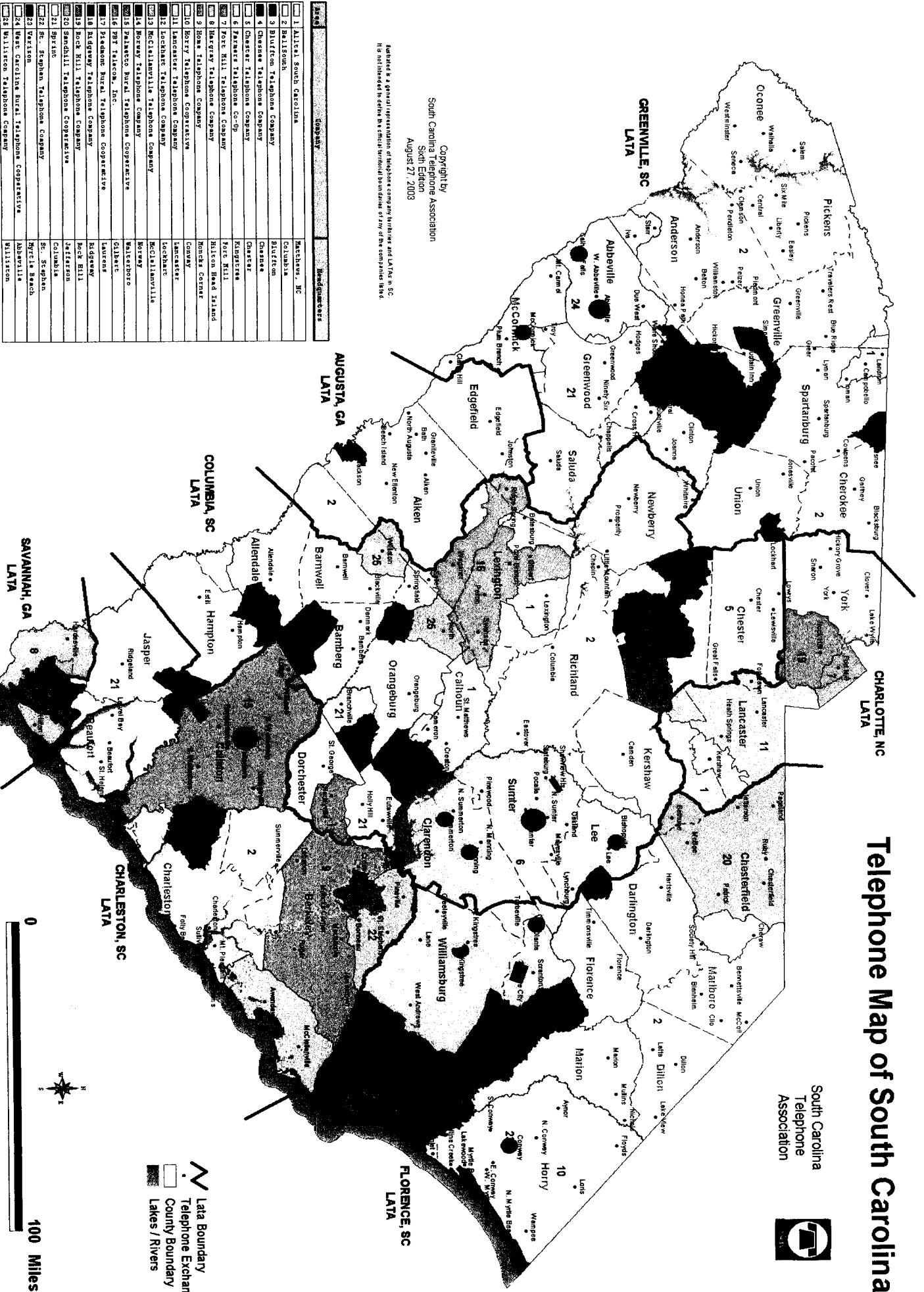
17 **Q: DOES THIS CONCLUDE YOUR SURREBUTTAL TESTIMONY?**

18 **A:** Yes.

# EXHIBIT SR-DDM-01

# Telephone Map of South Carolina

South Carolina  
Telephone  
Association



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South Carolina Telephone Association  
Sixth Edition  
August 27, 2003

Published by a general representation of telephone company numbers and LATAs in SC.  
It is not intended to define the official territorial boundaries of any of the companies listed.

Number	Company	Headquarters
1	Alltel South Carolina	Wachter, NC
2	Bellsouth	Columbia
3	Bluebonnet Telephone Company	Bluebonnet
4	Cherokee Telephone Company	Cherokee
5	Cherokee Telephone Company	Cherokee
6	Cherokee Telephone Co-Op	Kingsport
7	Fort Hill Telephone Company	Fort Hill
8	Hargray Telephone Company	Hilton Head Island
9	Horry Telephone Cooperative	Horry Center
10	Horry Telephone Cooperative	Lancaster
11	Lancaster Telephone Company	Lancaster
12	Lancaster Telephone Company	Lockhart
13	McClintockville Telephone Company	McClintockville
14	Morrey Telephone Company	Morrey
15	Palmetto Rural Telephone Cooperative	Palmetto
16	Palmetto Rural Telephone Cooperative	Cibola
17	Piedmont Rural Telephone Cooperative	Laurin
18	Radway Telephone Company	Radway
19	Rock Hill Telephone Company	Rock Hill
20	Sandhill Telephone Cooperative	Jefferson
21	Spartan	Columbia
22	Stephan Telephone Company	St. Stephen
23	Western	Myrtle Beach
24	West Carolina Rural Telephone Cooperative	Abbeville
25	Williston Telephone Company	Williston



Telephone Boundary  
County Boundary  
Lakes / Rivers